MULTIMEDIA UNIVERSITY

STUDENT ID NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 2, 2018 / 2019

DBL5018 – BUSINESS LAW

(For Diploma Students Only)

14 MARCH 2019
09.00 a.m. – 11.00 a.m.
(2 Hours)

INSTRUCTIONS TO STUDENT

1. This question paper consists of **2** pages with 4 questions.
2. Answer all questions.
3. You are required to cite relevant provisions and case laws.
4. Write all your answers in the Answer Booklet provided.

QUESTION 1

a) There are various types of remedies available for the injured party when there is a breach of contract. Explain the following remedies:

i. Rescission of contract. (5 marks)

ii. Injunctions. (6 marks)

iii. Quantum Meruit. (4 marks)

b) Joanne and Alex are in the process of getting a divorce. Alex has promised to pay Joanne a monthly allowance of RM2000.00 until the divorce procedure is settled, but they do not put the promise into written agreement. Three months after the procedure started, Alex fails to pay Joanne the monthly allowance as promised. Joanne now wants to sue Alex for breach of contract.

Advise Joanne whether the promise made by Alex is enforceable under the law.

(10 marks)

[Total : 25 Marks]

QUESTION 2

a) Mr. Bala is the director of a construction company called Ubah Bina Sdn. Bhd. He has a daughter named Maria, 17 years old. Mr. Bala wants to appoint Maria as one of the directors in the company. He also plans to teach Maria how to manage the company because he wants her to take over the company in the future.

Advise Mr. Bala as to whether Maria is qualified to become the director of Ubah Bina Sdn. Bhd. (10 marks)

b) Discuss the procedure for the removal of directors for private company. (8 marks)

c) Explain the following:

i. Unlimited Company. (3 marks)

ii. Company Limited by Guarantee. (4 marks)

[Total : 25 Marks]

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QUESTION 3

a) Explain the civil jurisdiction of the following courts:

i. Magistrates Court. (5 marks)

ii. Sessions Court. (5 marks)

b) Briefly explain **THREE (3)** classification of law. (6 marks)

c) Briefly explain the sources of unwritten law in Malaysia. (9 marks)

[Total : 25 Marks]

QUESTION 4

Section 2 of Hire Purchase Act 1967 defines hire purchase agreement includes a letting of goods with an option to purchase and agreement for the purchase by instalment.

a) Discuss the following:

i. Separate agreement of every item of goods. (5 marks)

ii. Copy of documents to be served. (5 marks)

b) Briefly explain **THREE (3)** implied conditions and **TWO (2)** implied warranties in hire purchase agreement. (15 marks)

[Total : 25 Marks]

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